

Dane County Contract Cover Sheet

RES 253
Significant

Dept./Division	Waste & Renewables
Vendor Name	Veolia ES Technical Solutions, LLC
Vendor MUNIS #	25990
Brief Contract Title/Description	Hazardous Waste Collection, Transport and Disposal
Contract Term	12/31/2025
Total Contract Amount	\$ 2,000,000

Contract # <small>Admin will assign</small>	14167
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input checked="" type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	120057
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)		
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	SWCLEAN	Obj Code	31137	Amount	\$ 400,000
Req #	569	Org Code	Obj Code		Amount	\$
Year	2021	Org Code	Obj Code		Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.		
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Res #
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		Year

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	11/12/20		
	Controller			approvals from all departments via email attached herein
	Purchasing			
	Corporation Counsel			
	Risk Management			
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Roxanne Wienkes	Name	Allan Kountz
Phone #	608.509.6681	Phone #	262.255.6655
Email	Wienkes.Roxanne@countyofdane.com	Email	allan.kountz@veolia.com
Address	1919 Alliant Energy Center Way Madison WI 53713	Address	W124 N9451 Boundary Road / Menomonee Falls, WI 53051

Certification:	
The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
	Printed Name	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	<i>Greg Brockmeyer</i>	11/12/20
	Comments	
Corporation Counsel	Signature	Date
	<i>David Gault</i>	11/12/20
	Comments	

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, November 12, 2020 8:41 AM
To: Hicklin, Charles; Gault, David; Lowndes, Daniel; Clow, Carolyn; Patten (Purchasing), Peter
Cc: Stavn, Stephanie
Subject: Contract #14167
Attachments: 14167.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/12/2020 9:01 AM	Approve: 11/12/2020 9:01 AM
	Gault, David	Read: 11/12/2020 8:43 AM	Approve: 11/12/2020 8:45 AM
	Lowndes, Daniel	Read: 11/12/2020 12:59 PM	Approve: 11/12/2020 1:00 PM
	Clow, Carolyn		Approve: 11/12/2020 9:28 AM
	Patten (Purchasing), Peter		
	Stavn, Stephanie	Read: 11/12/2020 9:59 AM	

Carolyn – I have several contracts that Pete normally would approve in the routing process but I see he’s gone until tomorrow and I need them approved today so I’m including you in these emails...

Contract #14167

Department: Waste & Renewables

Vendor: Veolia ES Technical Solutions LLC

Contract Description: Hazardous Waste Collection, Transport & Disposal (Res 253)

Contract Term: 11/19/20 – 12/31/2025

Contract Amount: \$2,000,000

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

2020 RES-253

AWARD OF AGREEMENT FOR VEOLIA ES TECHNICAL SOLUTIONS, LLC

The Department of Waste and Renewables reports the receipt of proposals for hazardous waste collection, transport and disposal at Clean Sweep, 7102 UW HWY 12, Madison, WI, Proposal # 120057.

An Agreement has been negotiated with Veolia ES Technical Solutions LLC in the amount of \$2,000,000.00.

The Waste and Renewables staff finds the amounts to be reasonable and recommends the Agreement be awarded to Veolia ES Technical Solutions LLC.

There are sufficient funds available for this project.

The Contract shall be in effect until December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED that an Agreement be awarded to Veolia ES Technical Solutions LLC in an amount not to exceed \$2,000,000.00; and

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized to sign the Agreement; and

BE IT FURTHER RESOLVED that the Department of Waste and Renewables be directed to ensure complete performance of the Agreement.



# of Pages Including Schedules:	15
Expiration Date:	12/31/2025
Authority:	2020 RES-253
Department:	Waste & Renewables
Maximum Cost:	\$2,000,000
Registered Agent:	N/A
Registered Agent Address:	N/A

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Veolia ES Technical Solutions, LLC (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1919 Alliant Energy Center Way, Madison, WI 53713, desires to purchase services from PROVIDER for the purpose of providing hazardous waste collection, transport and disposal per Dane County RFP# 120057; and

WHEREAS PROVIDER, whose address is W124 N9451 Boundary Road, Menomonee Falls, WI 53051, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

II. SERVICES:

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER:

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
 - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE:

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability

policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

- C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve

component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. MISCELLANEOUS:

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Signature: *ALS*
Paul Bittner (Nov 5, 2020 09:41 CST)

Email: paul.bittner@veolia.com

Paul Bittner, General Manager

Date Signed

* * *

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

1. Mandatory Requirements

The Provider agrees to comply with the following general requirements:

1. Provider is an eligible contractor in accordance with the Wisconsin Department of Agriculture Trade and Consumer Protection ATCP 34 or pay annually the maximum allowable DATCP grant to Dane County each January throughout the contract period. For 2020, the DATCP grant amount is \$55,000.
2. At minimum, accept bulked drums containing either oil-based paint, latex paint, pesticides, pesticide contaminated soils, oxidizers, acids, alkalines, non-halogenated solvents, halogenated solvents, or antifreeze. Accept loose packed cubic yard boxes of oil based and latex paint, flammable liquids, flammable gasses, solid pesticides/toxics, liquid pesticides/toxics. Accept loose packed drums of flammable liquids, flammable gasses, flammable solids, solid pesticides/toxics, liquid pesticides/toxics, acids, alkalines, mercury containing devices, PCB containing ballasts, oxidizers, and mercury amalgam. Accept lab packs of specified materials as generated. Accept rollofs of latex paint for recycling and/or disposal.
3. Accept any other appropriate containers of hazardous waste comprised of the materials specified.
4. Containerize materials, which are not packed by Dane County personnel, for transport in accordance with all applicable statutes and regulations. Records must be kept to document the number of containers, type of waste material and approximate volume of each container packed into each container. It is estimated that this will occur on a quarterly basis to assist Dane County in the disposal of reactives and lab wastes.
5. Inventory, manifest, label and transport these materials off-site and be responsible for their final disposition (reuse, reprocessing, fuel blending, treatment, disposal, etc.) in accordance with all applicable statutes and regulations.
6. Provide all safety equipment necessary to effect the proper site operations for Provider personnel, including but not limited to; chemical fire extinguishers, spill containment systems, absorbent materials, ground covers, and personal protective equipment.
7. Be able to provide a shipping trailer (minimum 48 foot) to be left at the Dane County Clean Sweep Facility for accumulation of waste between shipments. This trailer will be picked up by the provider on the day of shipment and an empty trailer left to accumulate waste for the next shipment (ie. "drop and hook"). The trailers provided shall be lined with drip pans to collect any spills from containers placed on the trailer. Proposers must provide a description, photograph or diagram of the trailer drip pan.
8. Be able to provide a 20-cubic yard rolloff with liner and tarping system for cans of latex paint containers between shipments. This rolloff will be picked up by the

provider on the day of shipment and an empty rolloff left to accumulate latex paint for the next shipment. The facility can accommodate two rolloffs at a time.

9. Be able to make occasional pick-ups at off-site locations throughout Dane County when notified. These pick-ups include mobilization and demobilization, packing/lab packing, labeling, collection, transport, and disposition of the specified materials.
10. Be able to conduct a minimum of two annual satellite collection events at off-site locations throughout Dane County. For estimating costs assume a 4 hour event with 200 customers. The Provider must provide trained and experienced personnel to collect and pack materials. These collection events include mobilization and demobilization, packing/lab packing, labeling, collection, transport, and disposition of the specified materials.
11. Be licensed to haul and process hazardous waste and be able to perform all of the above hazardous waste activities in compliance with applicable U.S. Environmental Protection Agency, U.S. Department of Transportation, and Wisconsin Department of Natural Resources (WDNR) and Wisconsin Department of Transportation regulations, and all other applicable regulatory agencies. All facilities involved in the transfer, treatment, disposal, and storage must also be licensed and in compliance.
12. Secure all permits required for work prior to the commencement of work.
13. Comply with all applicable Federal, State, and local codes and regulations.
14. Responsible for the supervision and direction of their workers, and is solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work under the contract.
15. Repair any and all damages to the buildings, grounds, or equipment of Dane County by their operations or personnel at no expense to Dane County.
16. Implement engineering controls and work practices, which ensure no contamination of work area or exposure to other employees or persons and to minimize accidents.
17. Maintain clean and orderly conditions at the work site. The Provider shall clean up any spills caused by or resulting from their packing and removal operations. Residuals from spill cleanup shall be disposed of in an approved manner. Upon completion of the work, the work site shall be left in a neat and orderly condition.
18. Conduct waste pickups every two to four weeks as needed, or within 1 week of notification that fifty-five gallon drums, cubic yard boxes, or a full latex paint rolloff, have accumulated at the site. Hazardous wastes must be shipped from the site a minimum of every 30 days. All waste pickups shall be coordinated with Hazardous Waste Coordinator (608-838-3212). At a minimum, hazardous wastes will be shipped out on a monthly basis.
19. Conduct an annual orientation/training for Dane County to instruct Dane County staff on the Provider's procedures for waste segregation, packaging, bulking,

labeling, site safety, and emergency evacuation procedures. Orientation/training shall be scheduled and conducted in the first quarter of each term or at any date agreed upon by the Provider and Dane County. This annual training shall be included in the unit pricing.

20. Provide waste profiling including all testing (such as PCB screening for bulked solvents), either on-site or in laboratory, for any verification of bulked material or unknown waste.
 - a. Bulked materials may include latex paints, oil-based paints, halogenated solvents, antifreeze, absorbents from waste oil clean-ups, pesticides, pesticide contaminated soils/debris and non-halogenated solvents.

2. Waste Disposal Requirements

The Provider agrees to comply with the following waste disposal requirements:

1. Dane County's waste shall not be mixed with the waste from any other facility at any time during the transporting.
2. Preference shall be given to the following waste disposal hierarchy:
 - a. Reuse
 - b. Reprocessing
 - c. Fuel Blending
 - d. Incineration (RCRA B with ash disposal in a Subtitle C Landfill only)
3. All facilities must be licensed and in compliance with all applicable regulations. Their use is subject to prior approval by the Hazardous Waste Coordinator. Any facility not on the approved list must obtain written approval by the Hazardous Waste Coordinator. Any costs associated with the approval process, such as site audits and visits (for 2 persons), shall be at the expense of the Provider. No changes from the specified facilities will be allowed without prior written approval by the Hazardous Waste Coordinator. Facilities used under the contract will be subject to site audits at the Provider's expense during the contract period. Each facility used under this contract may be audited up to one time annually.

3. Waste Characterization

The Provider agrees to comply with the following waste characterization requirements:

1. Hazardous waste materials to be packed may include the following categories (but not limited to): pesticides, flammable liquids, flammable gas, compressed gas cylinders, acids, alkalines, poisons, oxidizers, flammable solids, organic peroxides, metallic mercury, mercury compounds, mercury containing devices, mercury amalgam, reactives, dangerous-when-wet lab packs, spontaneously combustible lab packs, and dioxin forming wastes (2,4,5-T, & pentachlorophenol).
2. The category of PCB Wastes consists of any hazardous waste contaminated with PCB's, including any ballasts containing PCB's. RCRA hazardous waste (flammable, corrosive, toxic, reactive) containing less than 50 ppm of PCB's shall be disposed of at a RCRA facility. Hazardous waste containing greater than or equal to 50 ppm of PCB's shall be disposed of at a TSCA facility.

3. Non-hazardous and/or universal waste materials to be packed may include the following: latex paint, antifreeze, and absorbent materials from waste oil clean-ups.

4. Reporting

The provider agrees to comply with the following reporting requirements:

1. Provide yearly reports tabulating the disposition of all materials accepted as appropriate for WDNR. Reports shall at a minimum include the following information: Drum Number, DOT Shipping Code, Hazard Class, UN/NA Number, Drum Size, General Drum Contents, Volume and Weight of Contents, Disposal Method and Date, Certificate of Disposal, TSD destination and address. This information shall be sorted by Drum Number and by UN/NA number in two separate lists. An additional on-line information system that can be accessed via the internet is preferred.
2. Provide copies of all manifests and all other documents to the Hazardous Waste Coordinator within 5 days of the date of waste shipment from the site. Submit a final report within 6 weeks of the date of final waste shipment for the year. Extensions may be granted only with the prior approval of the Hazardous Waste Coordinator.
3. COD packets are required and shall contain the actual certificate of disposal/recycling (COD/R) of the waste stream, and a copy of the manifest with the waste stream listed. The packet must clearly show that the COD/R is for the wastestream that is listed on the manifest. The Hazardous Waste Coordinator must be able to track the waste from pick-up through final destruction/recycling at the endsite.

5. Insurance Coverage

The provider agrees to comply with the following insurance coverage requirements:

1. Procure and maintain, at minimum, the insurance categories and limits listed below. The Provider shall be the primary with Dane County as an additional insured.
 - i. Worker's Compensation & Employer's Liability - \$1,000,000 minimum limit
 - ii. Commercial General Liability - \$5,000,000 combined single limits per occurrence
 - iii. Environmental Impairment Liability - \$5,000,000 combined single limits per occurrence or claims made
 - iv. Commercial Automobile – \$1,000,000 combined single limits per occurrence
 - v. Sudden & Accidental PCB Pollution - \$1,000,000 per occurrence and \$5,000,000 aggregate
2. The Provider's insurance policy shall include MCS-90 and CA-9948 endorsements.
3. Insurance policies shall be endorsed to provide thirty (30) days written notice to Dane County upon cancellation or modification.

4. Upon the request of Dane County, copies of insurance policies in effect during the duration of this contract shall be provided.

SCHEDULE B

Pricing Structure and Payment

1. Pricing – Current and Future Contract Years

The pricing listed below shall be in effect for the 2021, 2022 and 2023 calendar years. Pricing adjustments for the 2024 and 2025 calendar years shall be adjusted based upon the Consumer Price Index for all items for Midwest Urban Consumers.

2. Invoices/Payment Requests

All payment requests shall be submitted by email to invoices-waste@countyofdane.com on company letterhead. Invoices must, at a minimum, include the following: contractor name, unique invoice number, invoice date, shipment pick-up date, WDNR/EPA manifest number, waste description, unit price (in format as submitted in RFP; i.e.: container or pound), unit, number of units billed, number of containers billed (regardless of unit price), price per line item, total price, and actual payment amount due. Each wastestream picked-up shall be listed as a separate line item. Each pick-up date shall be listed on a separate invoice. Handwritten invoices will not be accepted.

3. Disposal Unit Prices

Disposal unit prices shall be all inclusive of:

1. All mobilization and demobilization of all labor, tools, and equipment necessary to effect the proper packing/lab packing, labeling, collection, transport, and disposition of the specified materials (including any rental, transportation, drop charges, and plastic liners for latex rollofs and accumulation/transportation trailers left on site) from the Dane County Clean Sweep Program.
2. All safety equipment necessary to effect the proper site operations for Provider personnel, including but not limited to; chemical fire extinguishers, spill containment systems, ground covers, and personal protective equipment for all Provider personnel.
3. All insurance necessary to effect the proper packing/lab packing, labeling, collection, transport, and disposition of the specified materials from the Dane County Clean Sweep Program.
4. All materials, labor, tools, equipment, transportation, and supervision necessary for any waste profiling required by the Provider.
5. All labor, tools, equipment, transportation, insurance, waste analysis of unknowns and for waste profiling performed by the provider (i.e. PCBs), proper lab packing, labeling, collection, and transport and disposal of the specified materials from the Dane County Clean Sweep Program provided by the Provider.
6. Annual orientation/training provided to Dane County to instruct Dane County staff on the Provider's procedures for waste segregation, packaging, bulking, labeling, and site safety.

The new weight of each waste category shall be determined by weighing each packed container including the weight of the container. Each container shall contain only one waste category.

1	Laboratory Analyses and Testing	Unit Price	
2	TCLP without pesticides and herbicides	\$ 1,500.00	per test
3	RCRA metals	\$ 500.00	per test
4	Full waste characterization	\$ 750.00	per test
5	PCB screen	\$ 125.00	per test
6	Handling, Transport and Disposal	Unit Price	
7	Latex Paint (bulked)	\$ 150.00	per 55 gal drum
8	Latex Paint (CY Box)	\$ 495.00	per box
9	Latex Paint (rolloff for landfill)	\$ 1,500.00	per rolloff
10	Latex Paint (rolloff for recycling)	\$ 6,500.00	per rolloff
11	Latex Paint (rolloff for fuel blending)	\$ 6,500.00	per rolloff
12	Oil-Based Paint (bulked)	\$ 175.00	per 55 gal drum
13	Oil-Based Paint (CY Box)	\$ 500.00	per box
14	Non-halogenated Solvent	\$ 80.00	per 55 gal drum
15	Halogenated Solvents	\$ 300.00	per 55 gal drum
16	Flammable Liquids loose pack (not bulked)	\$ 1.00	per lb.
17	Flammable Gas (aerosol) loose pack	\$ 1.05	per lb.
18	Acids loose/labpack	\$ 205.00	per 55 gal drum
19	Alkalines loose/labpack	\$ 205.00	per 55 gal drum
20	Toxic liquids loose/labpack	\$ 1.20	per lb.
21	Toxic solids loose/labpack	\$ 1.20	per lb.
22	Oxidizers loose/labpack	\$ 5.00	per lb.
23	Flammable Solids labpack	\$ 75.00	per 5 gal drum
24	Flammable Solids labpack	\$ 200.00	per 55 gal drum
25	Spontaneously Combustible labpack	\$ 75.00	per 5 gal drum
26	Dangerous When Wet labpack	\$ 75.00	per 5 gal drum
27	Organic Peroxides labpack	\$ 75.00	per 5 gal drum
28	Mercury Devices/Debris loosepack	\$ 9.00 (\$275.00 min)	per lb.
29	Mercury Amalgam loosepack	\$ 9.00 (\$275.00 min)	per lb.
30	Mercury Compounds labpack	\$ 2.50 (\$250.00 min)	per lb.
31	PCB Contaminated Liquid	\$ 750.00	per 55 gal drum
32	PCB Containing Devices	\$ 1.90	per lb.
33	Antifreeze	\$ 0.21	per lb.
34	Lithium Batteries	\$ 5.80	per lb.
35	Diesel Debris	\$ 0.80	per lb.
36	Pesticide/Herbicide contaminated Sludge/Soil	\$ 1.20	per lb.
37	Empty Steel Drums	\$ 18.00	per 55 gal drum
38	Bulked Pesticide/herbicide	\$ 0.75	per lb.
39	Dioxin Wastes	\$ 9.50 (\$225.00 min)	per lb.
40	Waste Not Otherwise Specified (incineration)	\$ 1.30	per lb.
41	Waste Not Otherwise Specified (pumpable for fuel blending)	\$ 175.00	per 55 gal drum
42	Non-controlled pharmaceuticals	\$ 180.00	per 55 gal drum
43	*Absorbents from waste oil clean-ups	\$ 180.00	per 55 gal drum
44	Per and polyfluoroalkyl substances (PFAS)	\$ 4.50	per lb.

45	Satellite Event Mobilization, Staffing, Waste Packing and Transport	Unit Price	
46	Provide 5 base staff and conduct a satellite collection event within Dane County. (200 customers per 4 hr. event)	\$ 3,000.00	per event
47	Provide the costs to add (or subtract) a staff person for the event	\$ 750.00	per event
48	Offsite Location Pick-Ups – mobilization, labor, transport.	\$ 750.00	per event
49	Supplies and DOT-Approved Containers	Unit Price	
50	5-gallon plastic container	\$ 17.00	each
51	10-gallon plastic/fiber container	\$ 21.00	each
52	30-gallon plastic/fiber container	\$ 28.00	each
53	55-gallon plastic container	\$ 42.00	each
54	55-gallon steel container	\$ 42.00	each
55	85-gallon steel overpack container	\$ 225.00	each
56	Cubic yard cardboard box with plastic liner	\$ 85.00	each
57	Vermiculite packing material	\$ 23.00	per pk or bag
58	Clay oil absorbent material (Oil Dry or equivalent)	\$ 15.00	per pk or bag
59	Pallets	\$ 5.00	each

*Absorbents from waste oil clean-ups must be recycled in accordance with Wisconsin Act 86, which prohibits disposal of used oil filters and oil absorbent materials in a solid waste disposal facility, amends Chapter 287 and took effect on January 1, 2011. The amendment adds used oil filters and oil absorbent materials to the list of items banned from land disposal (ch.287.07(4m)).

Dane County contract

Final Audit Report

2020-11-05

Created:	2020-11-04
By:	Jane Lundwall (jane.lundwall@veolia.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAHAHicxNXv3YEqTaKbrgkGKp-qNd4vPESFd

"Dane County contract" History

-  Document created by Jane Lundwall (jane.lundwall@veolia.com)
2020-11-04 - 9:12:34 PM GMT- IP address: 104.129.196.186
-  Document emailed to Paul Bittner (paul.bittner@veolia.com) for signature
2020-11-04 - 9:13:11 PM GMT
-  Email viewed by Paul Bittner (paul.bittner@veolia.com)
2020-11-05 - 3:40:18 PM GMT- IP address: 66.102.6.154
-  Document e-signed by Paul Bittner (paul.bittner@veolia.com)
Signature Date: 2020-11-05 - 3:41:40 PM GMT - Time Source: server- IP address: 104.231.241.29
-  Agreement completed.
2020-11-05 - 3:41:40 PM GMT